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TRINITY FINANCIAL SERVICES, LLC

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

CECILIA MANGAOANG,
Debtor,

Case No. 18-52245-MEH

Adv. No. 18-05062

Chapter Number: 13

**ANSWER TO PLAINTIFF'S FIRST
AMENDED VERIFIED ADVERSARY
COMPLAINT BY TRINITY FINANCIAL
SERVICES, LLC**

CECILIA MANGAOANG,
Plaintiff,

Vs.

SPECIAL DEFAULT SERVICES, INC.;
TRINITY FINANCIAL SERVICES, LLC;
NEWPORT BEACH HOLDINGS, LLC;
Does 1-10, inclusive

Defendants.

Defendant Trinity Financial Services, LLC ("Trinity") ("Defendant"), by and its counsel,
hereby responds to the First Amended Verified Complaint [Docket No. 7] (the "**Complaint**") of
Cecilia Mangaoang (the "**Plaintiff**"), and states for its Answer and Affirmative Defenses as

1 follows:

2 1. To the extent that the allegations of Paragraph 1 seek to paraphrase or characterize
3 the contents of written documents, those documents speak for themselves and Defendant denies
4 the allegations to the extent that they are inconsistent with those documents.

5 2. The allegations of Paragraph 2 state legal conclusions to which no answer is
6 required. To the extent an answer is required, Defendant denies.

7 3. The allegations of Paragraph 3 state legal conclusions to which no answer is
8 required. To the extent an answer is required, Defendant denies.

9 4. The allegations of Paragraph 4 state legal conclusions to which no answer is
10 required. To the extent an answer is required, Defendant denies.

11 5. The allegations of Paragraph 5 state legal conclusions to which no answer is
12 required. To the extent an answer is required, Defendant denies.

13 6. The allegations of Paragraph 6 state legal conclusions to which no answer is
14 required. To the extent an answer is required, Defendant denies.

15 7. The allegations of Paragraph 7 state legal conclusions to which no answer is
16 required. To the extent an answer is required, Defendant denies.

17 8. Defendant denies the allegations contained in Paragraph 8.

18 9. The allegations of Paragraph 8 state requests for relief and legal conclusions, to
19 which no answer is required. To the extent an answer is required, Defendant denies.

20 10. Defendant is without knowledge or information sufficient to form a belief as to the
21 truth of the allegations in Paragraph 10.

22 11. Defendant admits the allegations contained in Paragraph 11.

23 12. Defendant admits the allegations contained in Paragraph 12.

24 13. Defendant admits the allegations contained in Paragraph 13.

25 14. Defendant admits that Trinity is a Wyoming limited liability corporation with
26 principal office located at 1621 Central Ave. Cheyenne, WY 82001, and a mailing address
27 located at 2618 San Miguel Drive, Suite 303, Newport Beach, CA 92660 and denies the
28 remaining allegations contained in Paragraph 14.

1 15. Defendant denies that Newport Beach Holdings, LLC is a Nevada corporation.
2 Defendant admits the remaining allegations contained in Paragraph 15.

3 16. Defendant denies the allegations contained in Paragraph 16.

4 17. Defendant denies the allegations contained in Paragraph 17.

5 18. Defendant denies the allegations contained in Paragraph 18.

6 19. The allegations of Paragraph 19 state legal conclusions to which no answer is
7 required. To the extent an answer is required, Defendant denies.

8 20. Defendant admits the allegations contained in Paragraph 20. Defendant NBH
9 transferred the Note to Trinity.

10 21. Defendant denies the allegations contained in Paragraph 21.

11 22. Defendant is without knowledge or information sufficient to form a belief as to the
12 truth of the allegations in Paragraph 22. To the extent an answer is required, Defendant denies.

13 23. The allegations of Paragraph 23 state legal conclusions to which no answer is
14 required. To the extent an answer is required, Defendant denies.

15 24. The allegations of Paragraph 24 state legal conclusions to which no answer is
16 required. To the extent an answer is required, Defendant denies.

17 25. Defendant denies the allegations contained in Paragraph 25.

18 26. The allegations of Paragraph 26 state legal conclusions to which no answer is
19 required. To the extent an answer is required, Defendant denies.

20 27. The allegations of Paragraph 27 state legal conclusions to which no answer is
21 required. To the extent an answer is required, Defendant denies.

22 28. The allegations of Paragraph 28 state legal conclusions to which no answer is
23 required. To the extent an answer is required, Defendant denies.

24 29. The allegations of Paragraph 29 state legal conclusions to which no answer is
25 required. To the extent an answer is required, Defendant denies.

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1 30. Defendant is without knowledge or information sufficient to form a belief as to the
2 truth of the allegations in Paragraph 30. To the extent an answer is required, Defendant denies.

3 31. Defendant is without knowledge or information sufficient to form a belief as to the
4 truth of the allegations in Paragraph 31. To the extent an answer is required, Defendant denies.

5 32. The allegations of Paragraph 32 state legal conclusions to which no answer is
6 required. To the extent an answer is required, Defendant denies.

7 33. The allegations of Paragraph 33 state legal conclusions to which no answer is
8 required. To the extent an answer is required, Defendant denies.

9 34. Defendant is without knowledge or information sufficient to form a belief as to the
10 truth of the allegations in Paragraph 34. To the extent an answer is required, Defendant denies.

11 35. The allegations of Paragraph 35 state legal conclusions to which no answer is
12 required. To the extent an answer is required, Defendant denies.

13 36. Defendant denies the allegations contained in Paragraph 36.

14 37. To the extent the allegations of Paragraph 37 seek to paraphrase or characterize the
15 contents of a written document, the document speaks for itself, and Defendant denies the
16 allegations to the extent that they are inconsistent with that document.

17 38. To the extent the allegations of Paragraph 38 seek to paraphrase or characterize the
18 contents of a written document, the document speaks for itself, and Defendant denies the
19 allegations to the extent that they are inconsistent with that document.

20 39. To the extent the allegations of Paragraph 39 seek to paraphrase or characterize the
21 contents of a written document, the document speaks for itself, and Defendant denies the
22 allegations to the extent that they are inconsistent with that document.

23 40. To the extent the allegations of Paragraph 40 seek to paraphrase or characterize the
24 contents of a written document, the document speaks for itself, and Defendant denies the
25 allegations to the extent that they are inconsistent with that document.

26 41. To the extent the allegations of Paragraph 41 seek to paraphrase or characterize the
27 contents of a written document, the document speaks for itself, and Defendant denies the
28 allegations to the extent that they are inconsistent with that document.

1 42. To the extent the allegations of Paragraph 42 seek to paraphrase or characterize the
2 contents of a written document, the document speaks for itself, and Defendant denies the
3 allegations to the extent that they are inconsistent with that document.

4 43. To the extent the allegations of Paragraph 43 seek to paraphrase or characterize the
5 contents of a written document, the document speaks for itself, and Defendant denies the
6 allegations to the extent that they are inconsistent with that document.

7 44. To the extent the allegations of Paragraph 44 seek to paraphrase or characterize the
8 contents of a written document, the document speaks for itself, and Defendant denies the
9 allegations to the extent that they are inconsistent with that document.

10 45. To the extent the allegations of Paragraph 45 seek to paraphrase or characterize the
11 contents of a written document, the document speaks for itself, and Defendant denies the
12 allegations to the extent that they are inconsistent with that document.

13 46. To the extent the allegations of Paragraph 46 seek to paraphrase or characterize the
14 contents of a written document, the document speaks for itself, and Defendant denies the
15 allegations to the extent that they are inconsistent with that document.

16 47. To the extent the allegations of Paragraph 47 seek to paraphrase or characterize the
17 contents of a written document, the document speaks for itself, and Defendant denies the
18 allegations to the extent that they are inconsistent with that document.

19 48. To the extent the allegations of Paragraph 48 seek to paraphrase or characterize the
20 contents of a written document, the document speaks for itself, and Defendant denies the
21 allegations to the extent that they are inconsistent with that document.

22 49. The allegations of Paragraph 49 state legal conclusions to which no answer is
23 required. To the extent an answer is required, Defendant denies.

24 50. The allegations of Paragraph 50 state legal conclusions to which no answer is
25 required. To the extent an answer is required, Defendant denies.

26 51. The allegations of Paragraph 51 state legal conclusions to which no answer is
27 required. To the extent an answer is required, Defendant denies.

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1 52. To the extent the allegations of Paragraph 52 seek to paraphrase or characterize the
2 contents of a written document, the document speaks for itself, and Defendant denies the
3 allegations to the extent that they are inconsistent with that document.

4 53. Defendant is without knowledge or information sufficient to form a belief as to the
5 truth of the allegations in Paragraph 53. To the extent an answer is required, Defendant denies.

6 54. Defendant is without knowledge or information sufficient to form a belief as to the
7 truth of the allegations in Paragraph 54. To the extent an answer is required, Defendant denies.

8 55. The allegations of Paragraph 55 state legal conclusions to which no answer is
9 required. To the extent an answer is required, Defendant denies.

10 56. The allegations of Paragraph 56 state legal conclusions to which no answer is
11 required. To the extent an answer is required, Defendant denies.

12 57. Defendant admits that “Wilmington Trust, NA, successor trustee to Citibank,
13 N.A., as Trustee, for the Benefit of registered holders of Structured Asset Mortgage Investments
14 II Trust 2007-AR3, Mortgage Pass-Through Certificates, Series 2007-AR3” (“Wilmington”)
15 claims to be a Creditor under the first deed. Defendant denies the remaining allegations
16 contained in Paragraph 57, as Wilmington filed a Proof of Claim in Bankruptcy Case No. 18-
17 52245-MEH on or about October 29, 2018.

18 58. The allegations of Paragraph 58 state legal conclusions to which no answer is
19 required. To the extent an answer is required, Defendant denies.

20 59. To the extent the allegations of Paragraph 59 seek to paraphrase or characterize the
21 contents of a written document, the document speaks for itself, and Defendant denies the
22 allegations to the extent that they are inconsistent with that document.

23 60. To the extent the allegations of Paragraph 60 seek to paraphrase or characterize the
24 contents of a written document, the document speaks for itself, and Defendant denies the
25 allegations to the extent that they are inconsistent with that document.

26 61. To the extent the allegations of Paragraph 61 seek to paraphrase or characterize the
27 contents of a written document, the document speaks for itself, and Defendant denies the
28 allegations to the extent that they are inconsistent with that document.

1 62. To the extent the allegations of Paragraph 62 seek to paraphrase or characterize the
2 contents of a written document, the document speaks for itself, and Defendant denies the
3 allegations to the extent that they are inconsistent with that document.

4 63. To the extent the allegations of Paragraph 63 seek to paraphrase or characterize the
5 contents of a written document, the document speaks for itself, and Defendant denies the
6 allegations to the extent that they are inconsistent with that document.

7 64. To the extent the allegations of Paragraph 64 seek to paraphrase or characterize the
8 contents of a written document, the document speaks for itself, and Defendant denies the
9 allegations to the extent that they are inconsistent with that document.

10 65. To the extent the allegations of Paragraph 65 seek to paraphrase or characterize the
11 contents of a written document, the document speaks for itself, and Defendant denies the
12 allegations to the extent that they are inconsistent with that document.

13 66. To the extent the allegations of Paragraph 66 seek to paraphrase or characterize the
14 contents of a written document, the document speaks for itself, and Defendant denies the
15 allegations to the extent that they are inconsistent with that document.

16 67. To the extent the allegations of Paragraph 67 seek to paraphrase or characterize the
17 contents of a written document, the document speaks for itself, and Defendant denies the
18 allegations to the extent that they are inconsistent with that document.

19 68. Defendant is without knowledge or information sufficient to form a belief as to the
20 truth of the allegations in Paragraph 68. To the extent an answer is required, Defendant denies.

21 69. Defendant is without knowledge or information sufficient to form a belief as to the
22 truth of the allegations in Paragraph 69. To the extent an answer is required, Defendant denies.

23 70. The allegations of Paragraph 70 state legal conclusions to which no answer is
24 required. To the extent an answer is required, Defendant denies.

25 71. The allegations of Paragraph 71 state legal conclusions to which no answer is
26 required. To the extent an answer is required, Defendant denies.

27 72. The allegations of Paragraph 72 state legal conclusions to which no answer is
28 required. To the extent an answer is required, Defendant denies.

1 73. The allegations of Paragraph 73 state legal conclusions to which no answer is
2 required. To the extent an answer is required, Defendant denies.

3 74. The allegations of Paragraph 74 state legal conclusions to which no answer is
4 required. To the extent an answer is required, Defendant denies.

5 75. Defendant admits the allegations contained in Paragraph 75.

6 76. Defendant denies the allegations contained in Paragraph 76.

7 77. Defendant denies the allegations contained in Paragraph 77.

8 78. Defendant denies the allegations contained in Paragraph 78.

9 79. The allegations of Paragraph 79 state legal conclusions to which no answer is
10 required. To the extent an answer is required, Defendant denies.

11 80. The allegations of Paragraph 80 state legal conclusions to which no answer is
12 required. To the extent an answer is required, Defendant denies.

13 81. The allegations of Paragraph 81 state legal conclusions to which no answer is
14 required. To the extent an answer is required, Defendant denies.

15 82. The allegations of Paragraph 82 state legal conclusions to which no answer is
16 required. To the extent an answer is required, Defendant denies.

17 83. The allegations of Paragraph 83 state legal conclusions to which no answer is
18 required. To the extent an answer is required, Defendant denies.

19 84. Defendant denies the allegations contained in Paragraph 84.

20 85. Defendant denies the allegations contained in Paragraph 85.

21 86. The allegations of Paragraph 86 state legal conclusions to which no answer is
22 required. To the extent an answer is required, Defendant denies.

23 87. The allegations of Paragraph 87 state legal conclusions to which no answer is
24 required. To the extent an answer is required, Defendant denies.

25 88. The allegations of Paragraph 88 state legal conclusions to which no answer is
26 required. To the extent an answer is required, Defendant denies.

27 89. Defendant denies the allegations contained in Paragraph 89.

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1 90. The allegations of Paragraph 90 state legal conclusions to which no answer is
2 required. To the extent an answer is required, Defendant denies.

3 91. Defendant denies the allegations contained in Paragraph 91.

4 92. Defendant denies the allegations contained in Paragraph 92.

5 93. Defendant denies the allegations contained in Paragraph 93.

6 94. Defendant denies the allegations contained in Paragraph 94.

7 95. Defendant denies the allegations contained in Paragraph 95.

8 96. The allegations of Paragraph 96 state legal conclusions to which no answer is
9 required. To the extent an answer is required, Defendant denies.

10 97. The allegations of Paragraph 97 state legal conclusions to which no answer is
11 required. To the extent an answer is required, Defendant denies.

12 98. The allegations of Paragraph 98 state legal conclusions to which no answer is
13 required. To the extent an answer is required, Defendant denies.

14 99. Defendant denies the allegations contained in Paragraph 99.

15 100. Defendant denies the allegations contained in Paragraph 100.

16 101. The allegations of Paragraph 101 state legal conclusions to which no answer is
17 required. To the extent an answer is required, Defendant denies.

18 102. The allegations of Paragraph 102 state legal conclusions to which no answer is
19 required. To the extent an answer is required, Defendant denies.

20 103. The allegations of Paragraph 103 state legal conclusions to which no answer is
21 required. To the extent an answer is required, Defendant denies.

22 104. Defendant denies the allegations contained in Paragraph 104.

23 105. The allegations of Paragraph 105 state legal conclusions to which no answer is
24 required. To the extent an answer is required, Defendant denies.

25 106. To the extent the allegations of Paragraph 106 seek to paraphrase or characterize
26 the contents of a written document, the document speaks for itself, and Defendant denies the
27 allegations to the extent that they are inconsistent with that document.

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1 107. To the extent the allegations of Paragraph 107 seek to paraphrase or characterize
2 the contents of a written document, the document speaks for itself, and Defendant denies the
3 allegations to the extent that they are inconsistent with that document.

4 108. The allegations of Paragraph 108 state legal conclusions to which no answer is
5 required. To the extent an answer is required, Defendant denies.

6 109. The allegations of Paragraph 109 state legal conclusions to which no answer is
7 required. To the extent an answer is required, Defendant denies.

8 110. Defendant admits the allegations contained in Paragraph 110.

9 111. Defendant denies the allegations contained in Paragraph 111.

10 112. The allegations of Paragraph 112 state legal conclusions to which no answer is
11 required. To the extent an answer is required, Defendant denies.

12 113. The allegations of Paragraph 113 state legal conclusions to which no answer is
13 required. To the extent an answer is required, Defendant denies.

14 114. The allegations of Paragraph 114 state legal conclusions to which no answer is
15 required. To the extent an answer is required, Defendant denies.

16 115. The allegations of Paragraph 115 state legal conclusions to which no answer is
17 required. To the extent an answer is required, Defendant denies.

18 116. The allegations of Paragraph 116 state legal conclusions to which no answer is
19 required. To the extent an answer is required, Defendant denies.

20 117. The allegations of Paragraph 117 state legal conclusions to which no answer is
21 required. To the extent an answer is required, Defendant denies.

22 118. The allegations of Paragraph 118 state legal conclusions to which no answer is
23 required. To the extent an answer is required, Defendant denies.

24 119. The allegations of Paragraph 119 state legal conclusions to which no answer is
25 required. To the extent an answer is required, Defendant denies.

26 120. Defendant denies the allegations contained in Paragraph 120.

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1 121. To the extent the allegations of Paragraph 121 seek to paraphrase or characterize
2 the contents of a written document, the document speaks for itself, and Defendant denies the
3 allegations to the extent that they are inconsistent with that document.

4 122. The allegations of Paragraph 122 state legal conclusions to which no answer is
5 required. To the extent an answer is required, Defendant denies.

6 123. Defendant denies the allegations contained in Paragraph 123.

7 124. Defendant denies the allegations contained in Paragraph 124.

8 125. Defendant denies the allegations contained in Paragraph 125.

9 126. Defendant denies the allegations contained in Paragraph 126.

10 127. To the extent the allegations of Paragraph 127 seek to paraphrase or characterize
11 the contents of a written document, the document speaks for itself, and Defendant denies the
12 allegations to the extent that they are inconsistent with that document.

13 128. The allegations of Paragraph 128 state legal conclusions to which no answer is
14 required. To the extent an answer is required, Defendant denies.

15 129. To the extent the allegations of Paragraph 129 seek to paraphrase or characterize
16 the contents of a written document, the document speaks for itself, and Defendant denies the
17 allegations to the extent that they are inconsistent with that document.

18 130. To the extent the allegations of Paragraph 130 seek to paraphrase or characterize
19 the contents of a written document, the document speaks for itself, and Defendant denies the
20 allegations to the extent that they are inconsistent with that document.

21 131. To the extent the allegations of Paragraph 131 seek to paraphrase or characterize
22 the contents of a written document, the document speaks for itself, and Defendant denies the
23 allegations to the extent that they are inconsistent with that document.

24 132. The allegations of Paragraph 132 state legal conclusions to which no answer is
25 required. To the extent an answer is required, Defendant denies.

26 133. The allegations of Paragraph 133 state legal conclusions to which no answer is
27 required. To the extent an answer is required, Defendant denies.

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1 134. To the extent the allegations of Paragraph 134 seek to paraphrase or characterize
2 the contents of a written document, the document speaks for itself, and Defendant denies the
3 allegations to the extent that they are inconsistent with that document.

4 135. The allegations of Paragraph 135 state legal conclusions to which no answer is
5 required. To the extent an answer is required, Defendant denies.

6 136. The allegations of Paragraph 136 state legal conclusions to which no answer is
7 required. To the extent an answer is required, Defendant denies.

8 137. The allegations of Paragraph 137 state legal conclusions to which no answer is
9 required. To the extent an answer is required, Defendant denies.

10 138. The allegations of Paragraph 138 state legal conclusions to which no answer is
11 required. To the extent an answer is required, Defendant denies.

12 139. The allegations of Paragraph 139 state legal conclusions to which no answer is
13 required. To the extent an answer is required, Defendant denies.

14 140. The allegations of Paragraph 140 state legal conclusions to which no answer is
15 required. To the extent an answer is required, Defendant denies.

16 141. The allegations of Paragraph 141 state legal conclusions to which no answer is
17 required. To the extent an answer is required, Defendant denies.

18 142. The allegations of Paragraph 142 state legal conclusions to which no answer is
19 required. To the extent an answer is required, Defendant denies.

20 143. Defendant denies the allegations contained in Paragraph 143.

21 144. The allegations of Paragraph 144 state legal conclusions to which no answer is
22 required. To the extent an answer is required, Defendant denies.

23 145. The allegations of Paragraph 145 state legal conclusions to which no answer is
24 required. To the extent an answer is required, Defendant denies.

25 146. To the extent the allegations of Paragraph 146 seek to paraphrase or characterize
26 the contents of a written document, the document speaks for itself, and Defendant denies the
27 allegations to the extent that they are inconsistent with that document.

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1 147. To the extent the allegations of Paragraph 147 seek to paraphrase or characterize
2 the contents of a written document, the document speaks for itself, and Defendant denies the
3 allegations to the extent that they are inconsistent with that document.

4 148. The allegations of Paragraph 148 state legal conclusions to which no answer is
5 required. To the extent an answer is required, Defendant denies.

6 149. Defendant admits the allegations contained in Paragraph 149.

7 150. Defendant is without knowledge or information sufficient to form a belief as to the
8 truth of the allegations in Paragraph 150. To the extent an answer is required, Defendant denies.

9 151. Defendant is without knowledge or information sufficient to form a belief as to the
10 truth of the allegations in Paragraph 151. To the extent an answer is required, Defendant denies.

11 152. Defendant admits the allegations contained in Paragraph 152.

12 153. Defendant denies the allegations contained in Paragraph 153. Plaintiff filed a
13 Chapter 13 proceeding in the United States Bankruptcy Court for the Northern District of
14 California as Case No. 09-51662 on March 11, 2009. The case was before Judge Roger L.
15 Efremsky.

16 154. To the extent the allegations of Paragraph 154 seek to paraphrase or characterize
17 the contents of a written document, the document speaks for itself, and Defendant denies the
18 allegations to the extent that they are inconsistent with that document.

19 155. Defendant denies the allegations contained in Paragraph 155.

20 156. The allegations of Paragraph 156 state legal conclusions to which no answer is
21 required. To the extent an answer is required, Defendant denies.

22 157. The allegations of Paragraph 157 state legal conclusions to which no answer is
23 required. To the extent an answer is required, Defendant denies.

24 158. Defendant denies the allegations contained in Paragraph 158.

25 159. Defendant denies the allegations contained in Paragraph 159.

26 160. Defendant denies the allegations contained in Paragraph 160.

27 161. The allegations of Paragraph 161 state legal conclusions to which no answer is
28 required. To the extent an answer is required, Defendant denies.

1 162. Defendant denies the allegations contained in Paragraph 162.
2 163. Defendant denies the allegations contained in Paragraph 163.
3 164. Defendant denies the allegations contained in Paragraph 164.
4 165. Defendant denies the allegations contained in Paragraph 165.
5 166. To the extent the allegations of Paragraph 166 seek to paraphrase or characterize
6 the contents of a written document, the document speaks for itself, and Defendant denies the
7 allegations to the extent that they are inconsistent with that document.
8 167. To the extent the allegations of Paragraph 167 seek to paraphrase or characterize
9 the contents of a written document, the document speaks for itself, and Defendant denies the
10 allegations to the extent that they are inconsistent with that document.
11 168. The allegations of Paragraph 168 state legal conclusions to which no answer is
12 required. To the extent an answer is required, Defendant denies.
13 169. To the extent the allegations of Paragraph 169 seek to paraphrase or characterize
14 the contents of a written document, the document speaks for itself, and Defendant denies the
15 allegations to the extent that they are inconsistent with that document.
16 170. The allegations of Paragraph 170 state legal conclusions to which no answer is
17 required. To the extent an answer is required, Defendant denies.
18 171. To the extent the allegations of Paragraph 171 seek to paraphrase or characterize
19 the contents of a written document, the document speaks for itself, and Defendant denies the
20 allegations to the extent that they are inconsistent with that document.
21 172. The allegations of Paragraph 172 state legal conclusions to which no answer is
22 required. To the extent an answer is required, Defendant denies.
23 173. The allegations of Paragraph 173 state legal conclusions to which no answer is
24 required. To the extent an answer is required, Defendant denies.
25 174. The allegations of Paragraph 174 state legal conclusions to which no answer is
26 required. To the extent an answer is required, Defendant denies.
27 175. The allegations of Paragraph 175 state legal conclusions to which no answer is
28 required. To the extent an answer is required, Defendant denies.

1 176. The allegations of Paragraph 176 state legal conclusions to which no answer is
2 required. To the extent an answer is required, Defendant denies.

3 177. The allegations of Paragraph 177 state legal conclusions to which no answer is
4 required. To the extent an answer is required, Defendant denies.

5 178. The allegations of Paragraph 178 state legal conclusions to which no answer is
6 required. To the extent an answer is required, Defendant denies.

7 179. The allegations of Paragraph 179 state legal conclusions to which no answer is
8 required. To the extent an answer is required, Defendant denies.

9 180. Defendant denies the allegations contained in Paragraph 180.

10 181. To the extent the allegations of Paragraph 181 seek to paraphrase or characterize
11 the contents of a written document, the document speaks for itself, and Defendant denies the
12 allegations to the extent that they are inconsistent with that document.

13 182. The allegations of Paragraph 182 state legal conclusions to which no answer is
14 required. To the extent an answer is required, Defendant denies.

15 183. Defendant denies the allegations contained in Paragraph 183.

16 184. The allegations of Paragraph 184 state legal conclusions to which no answer is
17 required. To the extent an answer is required, Defendant denies.

18 185. Defendant denies the allegations contained in Paragraph 185.

19 186. The allegations of Paragraph 186 state legal conclusions to which no answer is
20 required. To the extent an answer is required, Defendant denies.

21 187. To the extent the allegations of Paragraph 187 seek to paraphrase or characterize
22 the contents of a written document, the document speaks for itself, and Defendant denies the
23 allegations to the extent that they are inconsistent with that document.

24 188. The allegations of Paragraph 188 state legal conclusions to which no answer is
25 required. To the extent an answer is required, Defendant denies.

26 189. The allegations of Paragraph 189 state legal conclusions to which no answer is
27 required. To the extent an answer is required, Defendant denies.

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1 190. The allegations of Paragraph 190 state legal conclusions to which no answer is
2 required. To the extent an answer is required, Defendant denies.

3 191. The allegations of Paragraph 191 state legal conclusions to which no answer is
4 required. To the extent an answer is required, Defendant denies.

5 192. The allegations of Paragraph 192 state legal conclusions to which no answer is
6 required. To the extent an answer is required, Defendant denies.

7 193. The allegations of Paragraph 193 state legal conclusions to which no answer is
8 required. To the extent an answer is required, Defendant denies.

9 194. The allegations of Paragraph 194 state legal conclusions to which no answer is
10 required. To the extent an answer is required, Defendant denies.

11 195. The allegations of Paragraph 195 state legal conclusions to which no answer is
12 required. To the extent an answer is required, Defendant denies.

13 196. To the extent the allegations of Paragraph 196 seek to paraphrase or characterize
14 the contents of a written document, the document speaks for itself, and Defendant denies the
15 allegations to the extent that they are inconsistent with that document.

16 197. The allegations of Paragraph 197 state legal conclusions to which no answer is
17 required. To the extent an answer is required, Defendant denies.

18 198. To the extent the allegations of Paragraph 198 seek to paraphrase or characterize
19 the contents of a written document, the document speaks for itself, and Defendant denies the
20 allegations to the extent that they are inconsistent with that document.

21 199. The allegations of Paragraph 199 state legal conclusions to which no answer is
22 required. To the extent an answer is required, Defendant denies.

23 200. The allegations of Paragraph 200 state legal conclusions to which no answer is
24 required. To the extent an answer is required, Defendant denies.

25 201. The allegations of Paragraph 201 state legal conclusions to which no answer is
26 required. To the extent an answer is required, Defendant denies.

27 202. The allegations of Paragraph 202 state legal conclusions to which no answer is
28 required. To the extent an answer is required, Defendant denies.

1 203. The allegations of Paragraph 203 state legal conclusions to which no answer is
2 required. To the extent an answer is required, Defendant denies.

3 204. The allegations of Paragraph 204 state legal conclusions to which no answer is
4 required. To the extent an answer is required, Defendant denies.

5 205. The allegations of Paragraph 205 state legal conclusions to which no answer is
6 required. To the extent an answer is required, Defendant denies.

7 206. The allegations of Paragraph 206 state legal conclusions to which no answer is
8 required. To the extent an answer is required, Defendant denies.

9 207. The allegations of Paragraph 207 state legal conclusions to which no answer is
10 required. To the extent an answer is required, Defendant denies.

11 208. Defendant denies the allegations contained in Paragraph 208.

12 209. To the extent the allegations of Paragraph 209 seek to paraphrase or characterize
13 the contents of a written document, the document speaks for itself, and Defendant denies the
14 allegations to the extent that they are inconsistent with that document.

15 210. The allegations of Paragraph 210 state legal conclusions to which no answer is
16 required. To the extent an answer is required, Defendant denies.

17 211. Defendant denies the allegations contained in Paragraph 211.

18 212. The allegations of Paragraph 212 state legal conclusions to which no answer is
19 required. To the extent an answer is required, Defendant denies.

20 213. Defendant denies the allegations contained in Paragraph 213.

21 214. Defendant denies the allegations contained in Paragraph 214.

22 215. To the extent the allegations of Paragraph 215 seek to paraphrase or characterize
23 the contents of a written document, the document speaks for itself, and Defendant denies the
24 allegations to the extent that they are inconsistent with that document.

25 216. The allegations of Paragraph 216 state legal conclusions to which no answer is
26 required. To the extent an answer is required, Defendant denies.

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1 229. Defendant is without knowledge or information sufficient to form a belief as to the
2 truth of the allegations in Paragraph 229. To the extent an answer is required, Defendant denies.

3 230. The allegations of Paragraph 230 state legal conclusions to which no answer is
4 required. To the extent an answer is required, Defendant denies.

5 231. The allegations of Paragraph 231 state legal conclusions to which no answer is
6 required. To the extent an answer is required, Defendant denies.

7 232. The allegations of Paragraph 232 state legal conclusions to which no answer is
8 required. To the extent an answer is required, Defendant denies.

9 233. The allegations of Paragraph 233 state legal conclusions to which no answer is
10 required. To the extent an answer is required, Defendant denies.

11 234. The allegations of Paragraph 234 state legal conclusions to which no answer is
12 required. To the extent an answer is required, Defendant denies.

13 235. The allegations of Paragraph 235 state legal conclusions to which no answer is
14 required. To the extent an answer is required, Defendant denies.

15 236. The allegations of Paragraph 236 state legal conclusions to which no answer is
16 required. To the extent an answer is required, Defendant denies.

17 237. The allegations of Paragraph 237 state a request for relief and legal conclusions, to
18 which no answer is required. To the extent an answer is required, Defendant denies.

19 **SECOND CAUSE OF ACTION**

20 238. Defendant repeats and incorporate its answers to all of the preceding allegations
21 within Paragraphs 1-225 as if set forth fully in its response to Paragraph 238.

22 239. The allegations of Paragraph 239 state legal conclusions to which no answer is
23 required. To the extent an answer is required, Defendant denies.

24 240. The allegations of Paragraph 240 state legal conclusions to which no answer is
25 required. To the extent an answer is required, Defendant denies.

26 241. The allegations of Paragraph 241 state legal conclusions to which no answer is
27 required. To the extent an answer is required, Defendant denies.

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1 255. The allegations of Paragraph 255 state legal conclusions to which no answer is
2 required. To the extent an answer is required, Defendant denies.

3 256. The allegations of Paragraph 256 state legal conclusions to which no answer is
4 required. To the extent an answer is required, Defendant denies.

5 257. The allegations of Paragraph 257 state legal conclusions to which no answer is
6 required. To the extent an answer is required, Defendant denies.

7 258. The allegations of Paragraph 258 state a request for relief and legal conclusions, to
8 which no answer is required. To the extent an answer is required, Defendant denies.

9 **FOURTH CAUSE OF ACTION**

10 259. Defendant repeats and incorporate its answers to all of the preceding allegations
11 within Paragraphs 1-225 as if set forth fully in its response to Paragraph 259.

12 260. The allegations of Paragraph 260 state legal conclusions to which no answer is
13 required. To the extent an answer is required, Defendant denies.

14 261. The allegations of Paragraph 261 state legal conclusions to which no answer is
15 required. To the extent an answer is required, Defendant denies.

16 262. To the extent the allegations of Paragraph 262 seek to paraphrase or characterize
17 the contents of written documents, the documents speak for themselves and Defendant denies the
18 allegations to the extent that they are inconsistent with those documents.

19 263. To the extent the allegations of Paragraph 263 seek to paraphrase or characterize
20 the contents of written documents, the documents speak for themselves and Defendant denies the
21 allegations to the extent that they are inconsistent with those documents.

22 264. Defendant admits that that Plaintiff no longer owns the subject property and denies
23 the remaining allegation contained in Paragraph 264.

24 265. Defendant denies the allegations contained in Paragraph 265.

25 266. The allegations of Paragraph 266 state legal conclusions to which no answer is
26 required. To the extent an answer is required, Defendant denies.

27 267. The allegations of Paragraph 267 state a request for relief and legal conclusions, to
28 which no answer is required. To the extent an answer is required, Defendant denies.

1 268. Defendant denies that Plaintiff is entitled to the request for relief in Paragraph 268.
2 269. Defendant denies that Plaintiff is entitled to the request for relief in Paragraph 269.
3 270. Defendant denies that Plaintiff is entitled to the request for relief in Paragraph 270.
4 271. Defendant denies that Plaintiff is entitled to the request for relief in Paragraph 271.
5 272. Defendant denies that Plaintiff is entitled to the request for relief in Paragraph 272.

6
7 **FIRST AFFIRMATIVE DEFENSE**
8 **(Failure to State A Claim)**

9 The operative Complaint fails to state facts sufficient to constitute a claim for relief.

10 **SECOND AFFIRMATIVE DEFENSE**
11 **(No Common Law Negligence)**

12 Defendant alleges that it owed no duty to Plaintiff, and that there is no common law duty,
13 and that duties imposed by the Deed of Trust or applicable statutes were complied with.

14 **THIRD AFFIRMATIVE DEFENSE**
15 **(Lien Survives Bankruptcy)**

16 Defendant alleges that the Second Trust Deed survived the Chapter 7 case.

17 **FOURTH AFFIRMATIVE DEFENSE**
18 **(Failure to Tender)**

19 Defendant alleges that the operative Complaint is barred because of a failure to tender.

20 **FIFTH AFFIRMATIVE DEFENSE**
21 **(Compliance with All Statutes)**

22 Defendant alleges that it has complied with all required statutes, and all required notices
23 were sent.

24 **SIXTH AFFIRMATIVE DEFENSE**
25 **(Misjoinder)**

26 Defendant has failed to join the actual beneficiary of the first Deed of Trust, in violation
27 of FRBP 7019.

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1 **SEVENTH AFFIRMATIVE DEFENSE**
2 **(Truth/Accuracy of Information)**

3 All claims against Defendant are barred because all information communicated to any
4 person, if any, was true.

5 **EIGHTH AFFIRMATIVE DEFENSE**
6 **(Failure to Mitigate Damages)**

7 Plaintiff has failed to mitigate her damages.

8 **NINTH AFFIRMATIVE DEFENSE**
9 **(Laches, Waiver, and Estoppel)**

10 The claims for relief set forth in the operative Complaint are barred by the doctrines of
11 laches, waiver, and/or estoppel.

12 **TENTH AFFIRMATIVE DEFENSE**
13 **(Contributory/Comparative Fault)**

14 Defendant alleges that Plaintiff was negligent in relation to the matters that are alleged as
15 wrongs in the operative Complaint. Such negligence prejudiced the rights of Defendant, thus
16 barring a whole recovery by Plaintiff or only allowing a partial recovery, if any, by Plaintiff.

17 **ELEVENTH AFFIRMATIVE DEFENSE**
18 **(Statute of Limitations)**

19 Defendant is informed and believes and thereon alleges that the claims for relief in the
20 operative Complaint herein are barred by the applicable statutes of limitation, including, but not
21 limited to, Code of Civil Procedure §§ 335.1, 337, 338, 339, 340 and 343, and 15 U.S.C. §
22 1692k(d).

23 **TWELFTH AFFIRMATIVE DEFENSE**
24 **(Unclean Hands)**

25 The operative Complaint—and each claim for relief therein that seeks equitable relief—is
26 barred by the doctrine of unclean hands.

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1 **THIRTEENTH AFFIRMATIVE DEFENSE**
2 **(Independent Intervening Cause)**

3 Defendant alleges upon information and belief that if Plaintiff sustained any of the injuries
4 alleged in the operative Complaint, there was an intervening, superseding cause and/or causes
5 leading to such alleged injuries and, as such, any action on the part of Defendant was not a
6 proximate cause of the alleged injuries.

7 **FOURTEENTH AFFIRMATIVE DEFENSE**
8 **(Offset)**

9 Plaintiff's damages, if any, should be offset, in whole or in part, against any alleged
10 damages or loss caused by Plaintiff to Defendant as a result of Plaintiff's conduct.

11 **FIFTEENTH AFFIRMATIVE DEFENSE**
12 **(Assumption of Risk)**

13 Plaintiff, at all material times, calculated, knew and understood the risks inherent in the
14 situations, actions, omissions and transactions upon which she now bases her various claims for
15 relief, and with such knowledge, Plaintiff undertook and thereby assumed such risks and is
16 consequently barred from all recovery by such assumption of risk.

17 **SIXTEENTH AFFIRMATIVE DEFENSE**
18 **(Unjust Enrichment)**

19 Defendant alleges that recovery against it would unjustly enrich Plaintiff in that she
20 alleged losses, and each and every wrong of which Plaintiff complain, occurred by virtue of her
21 own conduct.

22 **SEVENTEENTH AFFIRMATIVE DEFENSE**
23 **(Ratification)**

24 Defendant alleges that Plaintiff was duly notified of the facts and condoned and ratified
25 the matters she alleges as a wrong or wrongs.

26 **EIGHTEENTH AFFIRMATIVE DEFENSE**
27 **(Consent)**

28 Plaintiff consented to Defendant's conduct.

1 **NINETEENTH AFFIRMATIVE DEFENSE**
2 **(In Pari Delicto)**

3 The operative Complaint, and each and every cause of action contained in Plaintiff's
4 complaint, is barred by the doctrine of in pari delicto.

5 **TWENTIETH AFFIRMATIVE DEFENSE**
6 **(Not Eligible Under HOBR)**

7 The operative Complaint, and each and every cause of action contained in Plaintiff's
8 complaint, is barred by any lack of eligibility under the California Homeowner's Bill of Rights
9 ("HOBR"), or HOBR is inapplicable to Defendant and/or the subject Second Trust Deed.

10 **TWENTY-FIRST AFFIRMATIVE DEFENSE**
11 **(Lack of Due Diligence)**

12 Defendant alleges if Defendant has in any way breached any duty alleged to have been
13 owed to Plaintiff, which Defendant specifically and expressly denies, said breach is excused by
14 Plaintiff's failure to use her own best efforts, and by her failure to use due diligence.

15 **TWENTY-SECOND AFFIRMATIVE DEFENSE**
16 **(Failure to Join Parties)**

17 Defendant alleges Plaintiff has failed to join necessary and/or indispensable parties.

18 **TWENTY-THIRD AFFIRMATIVE DEFENSE**
19 **(No Duty)**

20 Defendant alleges that it owed no duty to Plaintiff, and there was nothing more than a
21 lender/borrower relationship.

22 **TWENTY-FOURTH AFFIRMATIVE DEFENSE**
23 **(Privilege)**

24 Defendant alleges the claims are barred by the doctrine of privilege, including but not
25 limited to Civil Code §§ 47(b)(c) and 2924(d), the pursuit of legitimate interests, and asserting
26 properly its rights.

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1 **TWENTY-FIFTH AFFIRMATIVE DEFENSE**
2 **(Reduction of Damages Based on Third Party Fault)**

3 Defendant is entitled to have any award against it reduced or eliminated to the extent that
4 the negligence, carelessness, or defect resulted from the acts/omissions or comparative fault of
5 other persons that contributed to Plaintiff's damages, if any.

6 **TWENTY-SIXTH AFFIRMATIVE DEFENSE**
7 **(Acts Contractually Authorized)**

8 Defendant alleges that Plaintiff agreed to be governed by the terms and conditions of the
9 promissory note and Deed of Trust, and the actions of Defendant were authorized pursuant to the
10 terms and conditions thereof. Defendant's actions related to the events alleged in the operative
11 Complaint were at all times legal and authorized.

12 **TWENTY-SEVENTH AFFIRMATIVE DEFENSE**
13 **(Breach of Legal Duty)**

14 Defendant alleges that Plaintiff's act(s) and omission(s) regarding the promissory note and
15 Deed of Trust constituted a breach of legal duty.

16 **TWENTY-EIGHTH AFFIRMATIVE DEFENSE**
17 **(No Standing)**

18 Defendant alleges that Plaintiff has no standing to challenge any assignments of the Loan
19 or Deed of Trust.

20 **TWENTY-NINTH AFFIRMATIVE DEFENSE**
21 **(Not a Debt Collector)**

22 Plaintiff's claim is barred in that either Defendant purchased a mortgage loan originated
23 by someone else and then sought to collect the mortgage loan for its own account, and therefore,
24 it is not a "debt collector" subject to the Fair Debt Collection Practices Act ("FDCPA"), or the
25 Defendant is not a debt collector as defined under the FDCPA.

26 **THIRTIETH AFFIRMATIVE DEFENSE**
27 **(Bona Fide Error)**

28 If Defendant's purported demand for payment to Plaintiff is found to be in violation of

1 any section of the Federal Debt Collection Practices Act, Defendant's violation, if any, was
2 unintentional and resulted from a bona fide error in spite of Defendant's reasonable procedures
3 maintained to avoid such error.

4 **THIRTY-FIRST AFFIRMATIVE DEFENSE**
5 **(Not Debt Collection)**

6 Plaintiff's claim is barred because a non-judicial foreclosure is not an attempt to collect a
7 debt under the FDCPA.

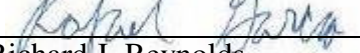
8
9 **PRAYER FOR RELIEF**

10 WHEREFORE, Defendant prays for judgment as follows:

- 11 1. That Plaintiff's operative Complaint is dismissed in its entirety with prejudice and
12 that Plaintiff takes nothing by way of this operative Complaint;
13 2. For costs and attorney's fees for defending this action; and
14 3. For such other and further relief as this Court deems just and proper.

15 Dated: January 17, 2019

BURKE, WILLIAMS & SORENSEN, LLP

17
18 By: 
19 Richard J. Reynolds
20 Rafael R. Garcia-Salgado
Attorneys for Defendant
TRINITY FINANCIAL SERVICES, LLC;

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I am a citizen of the United States and employed in Orange County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is *1851 East First Street, Suite 1550, Santa Ana, California 92705-4067.*

**ANSWER TO PLAINTIFF'S VERIFIED ADVERSARY COMPLAINT BY
TRINITY FINANCIAL SERVICES, LLC**

- Rafael Ramon Garcia-Salgado rgarcia@bwslaw.com, bantle@bwslaw.com
- Richard J. Reynolds rreynolds@bwslaw.com, psoeffner@bwslaw.com

Cecilia Mangaoang
2901 Capewood Lane
San Jose, CA 95132

Judge M. Elaine Hammond
United States Courthouse, Room 3035
280 South First Street
San Jose, CA 95113-3099

Executed on **January 17, 2019**, at Santa Ana, California.


Bernadette C. Antle